

**STATE OF MICHIGAN**  
**COURT OF APPEALS**

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JUDY ANN STONE,

Plaintiff-Appellant,

v

HOWARD L. STONE,

Defendant-Appellee.

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UNPUBLISHED

April 22, 1997

No. 188944

Alcona Circuit Court

LC No. 92-008543-DO

Before: Neff, P.J., and Smolenski and D. A. Roberson,\* JJ.

PER CURIAM.

Plaintiff appeals by right from a consent judgment of divorce, challenging the spousal support provision in the judgment. We reverse and remand for further proceedings.

I

The parties entered into a consent judgment of divorce on August 31, 1995. The terms of the parties' settlement agreement were placed orally on the record, including a provision for periodic spousal support in the amount of \$2,700 per month. The support order was subject to modification in both amount and duration upon a showing of changed circumstances, and to termination upon the death or remarriage of plaintiff.

A dispute soon arose over whether the parties had agreed that the support order was to be for a period of six years or whether it was open-ended. After reviewing the transcript of the hearing at which the settlement was placed on the record, the trial court determined that the parties' agreement contained the six-year period of limitation.

II

A trial court may interpret and clarify a consent judgment of divorce where the clarification does not change the substantive rights of the parties. *Pierce v Pierce*, 166 Mich App 579, 581; 420 NW2d

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\* Recorder's Court judge, sitting on the Court of Appeals by assignment.

855 (1988). Here, despite the trial court's best efforts to clarify the parties' agreement, this case must be remanded for further proceedings to resolve the ambiguity appearing on the record.

During their negotiations regarding alimony, the parties discussed a term of six years; however, the parties differ greatly regarding their view of the significance of this term. Defendant argues that the parties agreed to a six-year limitation on spousal support, subject to modification upon a showing of changed circumstances. Plaintiff insists that, although the six-year term was used as an example during negotiations, the parties did not intend to limit the term of periodic alimony to six-years.<sup>1</sup>

We have carefully reviewed the record in this case and conclude that because the parties did not clearly express their agreement regarding alimony on the record, this case must be remanded for further proceedings. Only if the record clearly and unequivocally shows that the agreement was to limit defendant's obligation for spousal support to six years, will such limitation be deemed enforceable.

Reversed and remanded for further proceedings. We do not retain jurisdiction. No taxable costs pursuant to MCR 7.219, neither party having prevailed in full.

/s/ Janet T. Neff

/s/ Michael R. Smolenski

/s/ Dalton A. Roberson

<sup>1</sup> In light of the length of the parties' marriage, the parties' lifestyle, and plaintiff's viability in the labor force in comparison with that of defendant, it appears that an award of permanent periodic alimony would certainly be reasonable. Such an award may be modified upon a showing, by the moving party, of a change in circumstances meriting modification. *Rapaport v Rapaport*, 158 Mich App 741, 746; 405 NW2d 165 (1987), modified 429 Mich 876 (1987).